

RECORDATION NO. 23827B FILED

LAW OFFICES
MILES & STOCKBRIDGE P.C.
10 LIGHT STREET
BALTIMORE, MARYLAND 21202-1487

JAN 14 '02

5-18 PM

SURFACE TRANSPORTATION BOARD

CAMBRIDGE, MD
COLUMBIA, MD
EASTON, MD
FREDERICK, MD

TELEPHONE 410-727-6464
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TOWSON, MD
WASHINGTON, D.C.

December 27, 2001

VIA FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001
Attn: Ms. Taledia Stokes



RE: Our File No. 258-2139
Midwest Railcar Corporation

Dear Ms. Stokes:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of (Collateral) Assignment of Leases and Rents, dated December 7, 2001, a secondary document, as defined in the Board's Rules for the Recordation of Documents, to the Full Service Lease Agreement dated October 5, 2001 between Midwest Railcar Corporation, as lessor, and Great Lakes Calcium Corporation., as lessee, which is enclosed under a separate letter herewith.

The names and addresses of the parties to the enclosed document are:

Assignee:	Associated Bank Minnesota 7760 France Avenue South Bloomington, MN 55435-5833
Assignor:	Midwest Railcar Corporation 3 Professional Park Drive, Suite B Maryville, Illinois 62062

A description of the railroad equipment covered by the enclosed document is:

Eight (8) 100 ton covered hopper rail cars bearing the reporting marks and numbers as referenced in Schedule A of the said document.

A short summary of the document to appear in the index follows:

Surface Transportation Board
December 27, 2001
Page 2

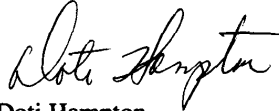
MILES & STOCKBRIDGE P.C.

Memorandum of (Collateral) Assignment between Associated Bank Minnesota, Assignee, and Midwest Railcar Corporation., Assignor, covering eight (8) 100 ton covered hopper railcars bearing the reporting marks and numbers as referenced in Schedule A of the said document.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board to cover the required recordation fee.

Please kindly return stamped copies of the enclosed document to the undersigned at the above-listed address.

Very truly yours,



Doti Hampton
Legal Assistant

Enclosures

cc: Brian R. Munderloh
Richard M. Murphy
Richard M. Folio

RECORDATION NO. 2387713 FILED

JAN 14 '02

5-18 PM

MEMORANDUM OF (COLLATERAL) ASSIGNMENT OF LEASES AND RENTS
BETWEEN

ASSOCIATED BANK MINNESOTA
("SECURED PARTY")

AND

MIDWEST RAILCAR CORPORATION
("DEBTOR")

December 07, 2001

This Memorandum of Assignment of Lease and Rents is hereby entered into as of this 07th day December of 2001 by and between Associated Bank Minnesota, a Minnesota corporation ("Lender"), and Midwest Railcar Corporation, an Illinois corporation ("Borrower").

W I T N E S S E T H:

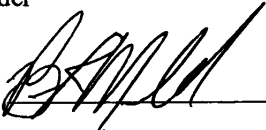
The Borrower hereby sells, assigns, transfers and sets over unto Associated Bank Minnesota (hereinafter, the "Lender"), all of the Borrower's right, title and interest in and to the lease of (8) 100-ton covered hopper railcars as evidenced by that certain certain Full Service Lease Agreement dated effective October 5th, 2001 by and between Borrower (as Lessor) and Great Lakes Calcium Corporation. (as Lessee), and any Equipment Riders and schedules thereto (together, the "Lease") and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the attached Schedule "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Borrower to the Lender as provided for in the Commercial Security Agreement dated December 7, 2001 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Borrower to the Lender of any and all indebtedness of the Borrower to the Lender arising under the Agreement and the Promissory Notes, while no default exists under any of the other provisions thereof. If such payment in full is made by the Borrower while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Borrower, the Borrower shall be entitled to have this Assignment discharged.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease and Rents may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease and Rents.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

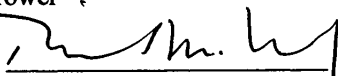
ASSOCIATED BANK MINNESOTA
as Lender

By: 

Name: Brian Munderloh

Title: Vice President

MIDWEST RAILCAR CORPORATION
as Borrower

By: 

Name: Richard M. Murphy

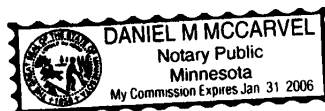
Title: President

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 7th day of December, 2001, before me personally appeared Brian Munderloh, to me personally known, who being by me duly sworn, says that he is the Vice President of ASSOCIATED BANK MINNESOTA, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

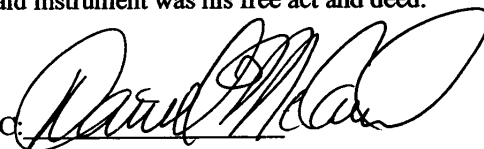
NOTARY PUBLIC: 

My commission expires: _____

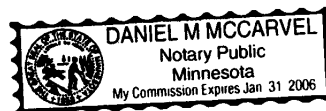


STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 7th day of December, 2001, before me personally appeared Rich Murphy, to me personally known, who being by me duly sworn, says that he is the President of Midwest Railcar Corporation, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: 

My commission expires: _____



SCHEDULE "A"
To Memorandum of Assignment of Lease and Rents
SCHEDULE OF RAILCARS
One Page
Written Number (Number in Numeric) Units

Eight (8) , 100-ton Hopper rail cars with reporting marks MWCX460000 through MWCX460007, inclusive.
